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March 16, 1999

RECORDATION NO. 17121-P, Q, R FILED

MAR 16 '99

2-20 PM

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams.

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are five (5) copies of each of the following secondary documents: (1) Lease Supplement No. 6, dated as of January 12, 1999, (2) Supplement No. 5 to Security Agreement, dated January 12, 1999, and (3) Bill of Sale and Partial Release, dated January 12, 1999.

The enclosed documents relate to the Equipment Lease Agreement (GATC Trust No. 90-2) and secondary documents related thereto which was previously filed with the Commission under Recordation Number 17121.

The names and addresses of the parties to the enclosed documents are:

Lease Supplement No. 6

Lessee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Lessor: General American Transportation Corporation
500 West Monroe Street
Chicago, Illinois 60661

Vernon A. Williams
March 16, 1999
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Supplement No. 5 to Security Agreement
and Bill of Sale and Partial Release

Owner Trustee. Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Indenture Trustee. Harris Trust and Savings Bank
PO Box 755
Chicago, Illinois 60690

A description of the railroad equipment covered by the enclosed documents is:

railcar designated as GACX 73410 is deleted from, and railcar GACX 73616 is added to, the Lease and Security Agreement.

Also enclosed is a check in the amount of \$78.00 payable to the order of the Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

MAR 16 '99

2-20 PM

**SUPPLEMENT NO. 5 TO SECURITY AGREEMENT
(GATC Trust No. 90-2)**

This Supplement No. 5 to Security Agreement (GATC Trust No. 90-2), dated January 12, 1999 (this "Indenture Supplement"), of Wilmington Trust Company, not in its individual capacity but solely as trustee (the "Debtor") under the Trust Agreement (GATC Trust No. 90-2), dated as of December 14, 1990 (the "Trust Agreement"), between the Debtor in its individual capacity and, Bell Atlantic Credit Corporation, as Owner Participant and Harris Trust and Savings Bank (the "Secured Party").

WITNESSETH:

WHEREAS, the Security Agreement - Trust Deed (GATC Trust No. 90-2) dated as of December 14, 1990 (the "Security Agreement"), between the Debtor and the Secured Party provides for the mortgage to the Secured Party of Items of Equipment leased to the Lessee in substitution for damaged or destroyed Items of Equipment previously leased to the Lessee; and

WHEREAS, the Security Agreement relates to the Item of Equipment described in the copy of the Lease Supplement of even date herewith attached hereto and made a part hereof.

NOW, THEREFORE, in order to secure the prompt payment of the principal of and premium, if any, and interest on all of the Notes from time to time outstanding under the Security Agreement and the performance and observance by the Debtor of all the agreements, covenants and provisions in the Security Agreement for the benefit of the holders of the Notes and in the Notes, subject to the terms and conditions of the Security Agreement, and in consideration of the premises and of the covenants contained in the Security Agreement and of the acceptance of the Notes by the holders thereof, and of the sum of \$1.00 paid to the Debtor by the Secured Party at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Debtor (i) has conveyed, warranted, mortgaged, assigned, pledged and granted, and does hereby convey, warrant, mortgage, assign, pledge and grant to the Secured Party, a security interest in, all and singular of the Debtor's right, title and interest in and to the property comprising the Item of Equipment described in the copy of the Lease Supplement attached hereto, and (ii) has conveyed, warranted, mortgaged, assigned, pledged and granted to the Secured Party, its successors in trust and assigns, a security interest, in all and singular of the Debtor's right, title and interest under, in and to the Lease Supplement of even date herewith (excluding, however, any rights to Excepted Property thereunder), referred to above, for the benefit of the holders from time to time of the Notes.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

The Supplement may be executed by the Debtor in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

The terms used herein are used with the meanings specified in the Security Agreement.

AND FURTHER, the Debtor hereby acknowledges that the Item of Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Debtor and is included in the property of the Debtor covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Security Agreement.

IN WITNESS WHEREOF, the Debtor has caused this Supplement No. 5 to Security Agreement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

Wilmington Trust Company,
not in its individual capacity,
but as Trustee under

By: 
Name: **Charlotte Paglia**
Title: **Financial Services Officer**

Harris Trust and Savings Bank, not in its
individual capacity, but solely as the
Secured Party

By: _____
Name: _____
Title: _____

The terms used herein are used with the meanings specified in the Security Agreement.


AND FURTHER, the Debtor hereby acknowledges that the Item of Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Debtor and is included in the property of the Debtor covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Security Agreement.

IN WITNESS WHEREOF, the Debtor has caused this Supplement No. 5 to Security Agreement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

Wilmington Trust Company,
not in its individual capacity,
but as Trustee under

By: _____
Name:
Title:

Harris Trust and Savings Bank, not in its
individual capacity, but solely as the
Secured Party

By:  _____
Name: J. BARTOLINI
Title: VICE PRESIDENT

State of Delaware)
) SS
County of New Castle)

On this 26th day of February 1999, before me personally appeared CHARLOTTE PAGLIA, to
me personally known, who being by me duly sworn, say that he is Financial Services Officer
Wilmington Trust Company, that said instrument was signed on such date on behalf of said
corporation by authority of its Board of Directors, and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said corporation.

Sallie V. Peet

Notary Public

SALLIE V. PEET
NOTARY PUBLIC

MY COMMISSION EXPIRES JULY 12, 2000

SEAL
My Commission Expires:

State of Illinois)
) SS
County of Cook)

On this ____ day of March, 1999, before me personally appeared _____, to
me personally known, who being by me duly sworn, say that he is _____ of
Harris Trust and Savings bank, that said instrument was signed on such date on behalf of said
corporation by authority of its Board of Directors, and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said corporation.

Notary Public

SEAL
My Commission Expires:

State of Delaware)
)
County of New Castle) SS

On this ___ day of _____, 1999, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he is _____ of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

SEAL
My Commission Expires:

State of Illinois)
)
County of Cook) SS

On this 15 day of January, 1999, before me personally appeared J. BARTOLINI, to me personally known, who being by me duly sworn, say that he is VICE PRESIDENT of Harris Trust and Savings bank, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

R. Johnson
Notary Public

SEAL
My Commission Expires:

